

SETTLEMENT AGREEMENT

This Agreement is entered into this __ day of September, 2018 by and between Cynthia Hausman ("Hausman") and the Vermont Hemp Company, LLC and Joel Bedard (together "VTHC").

WHEREAS, the parties to this Agreement (the "Parties") are parties in an action entitled *Cynthia Hausman v. Vermont Hemp Company, LLC and Joel Bedard*, currently pending in the Superior Court, Civil Division, Addison Unit, Docket No. 16-1-18 Ancv (the "Litigation");

WHEREAS the parties to this Agreement are desirous of resolving the claims asserted in the Litigation and all other claims that could have been asserted in the Litigation;

NOW THEREFORE, in consideration of the mutual promises and undertakings herein, Hausman and VTHC covenant and agree as follows:

- Grain Transfer: Within seven (7) business days from the execution of this Agreement, VTHC shall deliver to Hausman at: [REDACTED] Burlington, VT the grain from the hemp that was harvested from Hausman's property in 2017. VTHC represents that the grain was stored in a commercially reasonable manner and that it has been cleaned and compartmentalized for storage. VTHC estimates that the stored grain weighs 1200-1400 lbs. and this represents the entirety of what VTHC's harvested from Hausman's property. The grain shall be delivered by VTHC and accepted by Hausman in as is condition. The harvested grain is a protected variety of certified genetic material that cannot be used for planting. In the event that Hausman plants the grain after receiving the delivery from VTHC, she assumes all responsibility for such planting and will indemnify and hold VTHC harmless from any action taken as a result of the planting.

2. Release: Upon execution of this Agreement, VTHC and Hausman will sign a general release in the form annexed hereto as Exhibit A.
3. No Admission of Liability: The Parties agree that by entering into this Agreement neither party admits fault or liability on their part and that the actions set forth in this Agreement are an accord and satisfaction of a disputed claim. By affixing each of their signatures hereto, the Parties, do represent, acknowledge, and state that the consideration recited herein is fair and reasonable under all circumstances involved.
4. Non Disparagement: In consideration of the aforesaid grain transfer and the dismissal of the counterclaims in the Litigation, each of the parties agree not to make any disparaging statements (oral or written) concerning the other party, or any of the other party's predecessors, successors, or current or former agents or employees or to take any action which is intended to, or could reasonably be expected to, injure the business, prospects, or reputation of the other party, or its predecessors, successors, or current or former agents or employees.
5. Stipulation of Dismissal: Upon execution of this Agreement, the Parties shall execute a Stipulation of Dismissal with Prejudice of the Litigation in the form attached hereto as Exhibit B and VTHC shall cause that stipulation to be filed forthwith with the Court.
6. Entire Agreement; Amendment. This Agreement and its Exhibits embodies the entire agreement and understanding of the Parties relating to the subject matter hereof, and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged

except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.

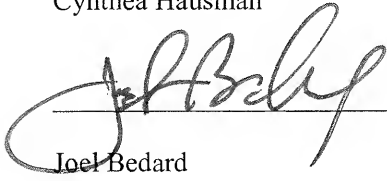
7. Knowing and Voluntary: The Parties warrant that they have or have had the opportunity to consult with counsel and that they fully understand, comprehend, and agree to the terms, conditions, and meaning of this Agreement, that their respective counsel have explained this Agreement to them, and that they enter into this Agreement knowingly and voluntarily.
8. Warranty of Capacity to Execute Agreement: The Parties represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that the Parties have the sole right and exclusive authority to execute this Agreement and receive or direct the apportionment of the sums specified in it; and that Hausman has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in this Agreement.
9. Interpretation and Construction. The Parties have fully and equally participated in the preparation, negotiation, review and approval of this Agreement. Should any provision of this Agreement require interpretation or construction, this Agreement shall be interpreted and construed without any presumption that the provisions of this Agreement are to be construed against the party who personally or through agents or attorneys drafted this Agreement.

10. Attorneys' Fees: Each party hereto shall bear all of its own attorneys' fees, costs, and expenses (if applicable) arising from the negotiation and preparation of this Agreement and all other related matters.
11. Change in Facts: The Parties and each of them acknowledge that the facts in respect of which this Agreement is made may prove to be other than or different from the facts now known or believed by the Parties or any of them to be true, and the Parties and each of them accept and assume the risk of the facts being different and covenant and agree that this Agreement will be in all respects enforceable and not subject to termination, rescission, or variation by discovery of any difference in facts.
12. Non Waiver: The failure of any signatory to enforce, at any time, any of the provisions of this Agreement or the failure of any signatory to enforce, at any time, performance by the other signatory of any of the provisions herein, shall not be construed as a waiver of such provisions nor in any way affect the validity of this Agreement or the right of a claimant to thereafter enforce each and every provision.
13. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Vermont, without giving effect to the principles of conflict of laws of that or any other jurisdiction.
14. Counterparts: Each signatory agrees that the faxed delivery of a counterpart signature page to other signatories or their representatives shall constitute such signatory's execution and delivery thereof.

Dated: _____

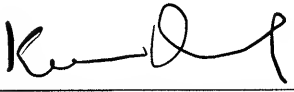
Cynthia Hausman

Dated: 10/10/2010



Joel Bedard

Dated: 10/9/18



Vermont Hemp Company, LLC
By its duly authorized agent

EXHIBIT A

GENERAL RELEASE,

For valid consideration, the receipt of which is hereby acknowledged, Cynthea Hausman and her heirs, administrators, executors, employees, agents, successors and assigns (hereinafter collectively referred to as “Releasors”) hereby remise, release and forever discharge, Vermont Hemp Company, LLC and Joel Bedard and their directors, officers, principals, employees, shareholders, trustees, administrators, parent companies, subsidiary companies, affiliated companies and all of their respective past, present and future officers, directors, managers, shareholders, employees, insurers, attorneys, contractors, representatives, masters, principals, agents, servants, predecessors, successors, assigns and anyone acting or purporting to act on its behalf (hereinafter collectively referred to as “Releasees”), from any claims, actions, lawsuits and demands whatsoever, known and unknown, foreseen, unforeseen or unforeseeable, that Releasors ever had, now have or hereafter can, shall or may have against Releasees for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this General Release including but not limited to any and all claims that were raised or that could have been raised in the action entitled *Cynthea Hausman v. Vermont Hemp Company, LLC and Joel Bedard*, Vermont Superior Court, Civil Division, Addison Unit, Docket No. 16-1-18 Ancv (the “Litigation”).

[signatures on following page]

Dated: _____

Cynthea Hausman

STATE OF VERMONT
_____ COUNTY, SS.

At _____, Vermont, this _____ day of _____, 2018 personally appeared Cynthea Hausman and she acknowledged the foregoing instrument by her sealed and subscribed to be her free act and deed.

Notary Public _____
Commission Expires: 02-10-19

EXHIBIT A

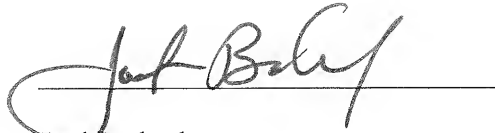
GENERAL RELEASE,

For valid consideration, the receipt of which is hereby acknowledged, Vermont Hemp Company, LLC and Joel Bedard and their directors, officers, principals, employees, shareholders, trustees, administrators, parent companies, subsidiary companies and affiliated companies (collectively referred to as “Releasors”) hereby remise, release and forever discharge, Cynthea Hausman and her heirs, administrators, executors, employees, agents, successors and assigns (hereinafter collectively referred to as “Releasees”), from any claims, actions, lawsuits and demands whatsoever, known and unknown, foreseen, unforeseen or unforeseeable, that Releasors ever had, now have or hereafter can, shall or may have against Releasees for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this General Release including but not limited to any and all claims that were raised or that could have been raised in the action entitled *Cynthea Hausman v. Vermont Hemp Company, LLC and Joel Bedard*, Vermont Superior Court, Civil Division, Addison Unit, Docket No. 16-1-18 Ancv (the “Litigation”).

[signatures on following page]

Dated:

10/10/2018

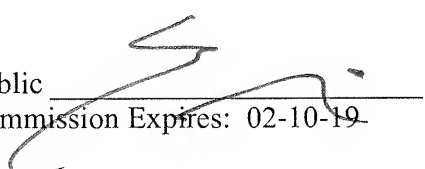

Joel Bedard

STATE OF VERMONT

Chittenden COUNTY, SS.

At Burlington, Vermont, this 10th day of October, 2018 personally appeared Joel Bedard and he acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed.

Notary Public


Commission Expires: 02-10-19

Dated: _____

Vermont Hemp Company, LLC
BY: Duly authorized agent

STATE OF VERMONT

COUNTY, SS.

At _____, Vermont, this _____ day of _____, 2018 personally appeared _____ and he acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed and the free act and deed of Vermont Hemp Company, LLC.

Notary Public

Commission Expires: 02-10-19

EXHIBIT B

STATE OF VERMONT

SUPERIOR COURT
Addison Unit

CIVIL DIVISION
Docket No. 16-1-18 Ancv

CYNTHEA WIGHT HAUSMAN,
Plaintiff,

v.

THE VERMONT HEMP COMPANY, LLC;
JOEL BEDARD
Defendant.

STIPULATION OF DISMISSAL

NOW COME the parties in the above-entitled matter, and stipulate, pursuant to V.R.C.P. 41(a)(1)(ii), to the dismissal with prejudice, of all claims and counter claims in this action, each party to bear its own fees and costs.

DATED at Burlington, Vermont this ____ day of October, 2018.

LANGROCK SPERRY & WOOL, LLP

Erin Miller Heins
PO Box 721, 210 College Street
Burlington, VT 05402
(802) 864-0217
Attorneys for Vermont Hemp Company, LLC and
Joel Bedard

DATED at Burlington, Vermont this ____ day of October, 2018.

Cynthia Hausman, Plaintiff Pro Se